

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Christopher Hickman

(b) County of Residence of First Listed Plaintiff Pasquotank
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Levinson and Stefani, 230 W. Monroe St., Ste. 2210, Chicago, IL 60606
P: (312) 376-3812

DEFENDANTS

Q Carriers, Inc. and Jack Robinson

County of Residence of First Listed Defendant Scott
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input checked="" type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1367

Brief description of cause:
Motor vehicle crash

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
75000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
02/01/2021

SIGNATURE OF ATTORNEY OF RECORD
/s/ Kenneth H. Levinson

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Print

Save As...

Reset

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT ILLINOIS**

CHRISTOPHER HICKMAN,)	
)	
)	
)	
v.)	No.
)	
Q CARRIERS, INC., and)	Plaintiff Demands a Jury Trial
JACK ROBINSON,)	
)	
Defendants.)	

COMPLAINT AT LAW

NOW COMES the Plaintiff, Christopher Hickman, by and through his attorneys, Levinson and Stefani, and complaining of the Defendants, Q Carriers, Inc., and Jack Robinson, states as follows:

Venue and Jurisdiction

1. Plaintiff Christopher Hickman, (hereinafter, "Hickman"), is a citizen of the State of North Carolina.

2. Defendant Q Carriers, Inc., (hereinafter, "QCI"), is a corporation incorporated under the laws of the State of Minnesota having its principal place of business in the State of Minnesota.

3. Defendant Jack Robinson, (hereinafter, "Robinson"), is a citizen of the State of Florida.

4. Jurisdiction is proper under 28 U.S.C. § 1332, as complete diversity of citizenship exists between the parties, and the amount in controversy exceeds the sum or value of

\$75,000.00. Each of the parties hereto is a citizen of the United States, but is a citizen of separate states within the United States.

5. This court has pendent jurisdiction over all state claims presented herein pursuant to 28 U.S.C. § 1367.
6. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

Facts Common to All Counts

7. On February 5, 2019 and at all relevant times herein, Defendant QCI was a Motor Carrier defined by and subject to the rules and regulations of the United States Department of Transportation and the Federal Motor Carrier Safety Administration, codified in Title 49 of the Code of Federal Regulations, parts 300-399 and related parts.
8. On February 5, 2019, and at all relevant times herein, Defendant Robinson was acting in the course and scope of his employment and/or agency with Defendant QCI.
9. At all relevant times herein, Defendant Robinson was subject to the rules and regulations of the United States Department of Transportation and the Federal Motor Carrier Safety Administration, codified in Title 49 of the Code of Federal Regulations, parts 300-399 and related parts.
10. On said date, the Defendant QCI was the owner and operator of a semi truck, US DOT Number 191719 (hereinafter, the “Semi Truck”).

11. At said time and place, Plaintiff Hickman was inside his vehicle that was parked in front of Defendants' Semi Truck.
12. At all times relevant herein, Plaintiff Hickman was acting with all due care for his own safety.

COUNT I: Negligence against Robinson

13. The Plaintiff hereby adopts and re-alleges paragraphs 1-12 as though fully set forth herein.
14. At said time and place, it was the duty of the Defendant, Robinson, to operate, maintain, and control the Semi Truck in a manner so as not to negligently cause injury to persons, including the Plaintiff.
15. Notwithstanding the foregoing duty, Robinson did operate, maintain, and control the Semi Truck in a dangerous and negligent manner in one or more of the following ways:
 - a) parked his Semi Truck without engaging the parking brake;
 - b) failed to keep a proper lookout;
 - c) failed to avoid a collision with the vehicle occupied by Plaintiff;
 - d) struck the vehicle occupied by the Plaintiff;
 - e) failed to slow or stop his Semi Truck when danger to the Plaintiff was imminent;

- f) failed to adhere to certain rules and regulations codified in 49 CFR 300 *et seq.*; and
- g) failed to properly maintain his Semi Truck, including but not limited to adequate brakes.

16. As direct and proximate result of one or more of the foregoing acts of negligence, the Semi Truck operated by Robinson did violently collide with the vehicle occupied by the Plaintiff, Christopher Hickman, and as a result thereof, the Plaintiff suffered the following past, present, and future loss and damage:

- a) bodily injury;
- b) disfigurement;
- c) pain and suffering;
- d) mental suffering;
- e) loss of earnings;
- f) medical expenses; and
- g) disability or loss of normal life.

WHEREFORE, the Plaintiff, Christopher Hickman, prays for judgment against the Defendant, Jack Robinson, in an amount in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) and costs.

COUNT II: Negligence against Q Carriers, Inc. under *respondeat superior*

17. The Plaintiff hereby adopts and re-alleges paragraphs 1-12 as though fully set forth herein.
18. At said time and place, it was the duty of the Defendant, QCI, by and through its agent or employee, Defendant Robinson, to own, operate, maintain, and control its Semi Truck in a manner so as not to negligently cause injury to persons, including the Plaintiff, Christopher Hickman.
17. Notwithstanding the foregoing duty, the Defendant, QCI, by and through its agent or employee, Defendant Robinson, did own, operate, maintain, and control its Semi Truck in a dangerous and negligent manner in one or more of the following ways:
- a) parked his Semi Truck without engaging the parking break;
 - b) failed to keep a proper lookout;
 - c) failed to avoid a collision with the vehicle occupied by Plaintiff;
 - d) struck the vehicle occupied by the Plaintiff;
 - e) failed to slow or stop his Semi Truck when danger to the Plaintiff was imminent;
 - f) failed to adhere to certain rules and regulations codified in 49 CFR 300 *et seq.*; and
 - g) failed to properly maintain his Semi Truck, including but not limited to adequate brakes.

18. As direct and proximate result of one or more of the foregoing acts of negligence, the Semi Truck owned by the Defendant QCI did violently collide with the vehicle occupied by the Plaintiff, Christopher Hickman, and as a result thereof, the Plaintiff did suffer the following past, present, and future loss and damage:

- a) bodily injury;
- b) disfigurement;
- c) pain and suffering;
- d) mental suffering;
- e) loss of earnings;
- f) medical expenses; and
- g) disability or loss of normal life.

WHEREFORE, the Plaintiff, Christopher Hickman, prays for judgment against the Defendant, Q Carriers, Inc., in an amount in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) and costs.

COUNT III: Direct Negligence against Q Carriers, Inc.

19. The Plaintiff hereby adopts and re-alleges paragraphs 1-12 as though fully set forth herein.

20. Defendant QCI had a duty to act reasonably in hiring, training, and retaining

Defendant Robinson to operate the Semi Truck.

21. Defendant QCI had a duty to promulgate and enforce rules and regulations to ensure its drivers, including Robinson, and vehicles, including the Semi Truck, were reasonably safe and in compliance with all applicable state and federal laws.
22. Notwithstanding the foregoing duties, the Defendant, QCI, by and through its employees or agents, did breach said duties in one or more of the following ways:
 - a) knew or should have known Robinson was unfit to operate the Semi Truck;
 - b) allowed Robinson to operate the Semi Truck while in violation of applicable federal regulations at 49 CFR 300, *et seq.*;
 - c) failed to properly train Robinson in the operation of the Semi Truck;
 - d) failed to ensure or verify Robinson was properly trained in the operation of the Semi Truck;
 - e) failed to discipline or re-train Robinson when it knew or should have known Robinson failed to comply with various rules and regulations;
 - f) failed to remove Robinson from his duties after it knew or should have known Robinson was unfit for the job;
 - g) failed to properly supervise Robinson when necessary or reasonable to do so to ensure safety and compliance with applicable rules; and
 - h) failed to train and communicate to Defendant Robinson various commercial driver safety rules, statutes, regulations, industry customs about keeping a proper lookout for hazards while operating a commercial motor vehicle, operating a commercial motor vehicle so as to avoid collisions, and not

operating a commercial motor vehicle while distracted.

23. As direct and proximate result of one or more of the foregoing acts of negligence, the Semi Truck owned by the Defendant QCI did violently collide with the vehicle occupied by the Plaintiff, Christopher Hickman, and as a result thereof, the Plaintiff, did suffer the following past, present, and future loss and damage:

- a) bodily injury;
- b) disfigurement;
- c) pain and suffering;
- d) mental suffering;
- e) loss of earnings;
- f) medical expenses; and
- g) disability or loss of normal life.

WHEREFORE, the Plaintiff, Christopher Hickman, prays for judgment against the Defendant, Q Carriers, Inc., in an amount in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) and costs.

Respectfully submitted,

/s/ Kenneth H. Levinson

By: _____
Kenneth H. Levinson

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